

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

FEB 1 - 2011

DAVID J. MALAND, CLERK
BY DEPUTY Ba

LASERDYNAMICS, INC.,
Plaintiff,

v.

QUANTA COMPUTER, INC.,
Defendant.

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CASE NO. 2:06-CV-348-TJW

VERDICT FORM

Question No. 1:

What type of royalty would the parties to this case have agreed to in the hypothetical negotiation?

Answer either "lump sum royalty" (one-time payment) or "running royalty" (percentage of sales over time).

Answer: Lump Sum

If Question No. 1 was answered "running royalty," then answer Question No. 2, and skip Question No. 3. If Question No. 1 was answered "lump sum royalty," then skip Question No. 2 and answer Question No. 3 only.

Question No. 2:

a. What would be the royalty rate (%) that the parties would have agreed upon in a hypothetical negotiation at the time of the alleged infringement for a license to the '981 patent?

Royalty rate must be expressed as a percentage.

Answer: _____

b. What would be the royalty base to which the royalty rate would be applied?

Royalty base must be expressed in dollars and cents.

Answer: _____

c. Multiply the royalty base determined in **Part b** by the royalty rate determined in **Part a** to express the amount of money, if paid now in cash, would fairly and reasonably compensate the plaintiff?

Reasonable royalty must be expressed in dollars and cents.

Answer: _____

Question No. 3:

What amount of money would the parties have agreed to as a lump sum royalty payment for a license to the '981 patent?

Answer must be expressed in dollars and cents.

Answer:

8.5 m

The jury foreperson should sign and date the Verdict Form and return it to the Security Officer.

Signed this 1st day of February, 2011.

JURY FOREPERSON